# MASTER CONTRACT AGREEMENT

BETWEEN THE

DENISON EDUCATION ASSOCIATION

AND

DENISON COMMUNITY SCHOOL BOARD

FOR SCHOOL YEAR 2006-2007

# TABLE OF CONTENTS

I.	PREAMBLE	PAGE	2
II.	RECOGNITION	PAGE	2
III.	PROCEDURE FOR NEGOTIATIONS	PAGE	. 2
IV.	COMPLIANCE CLAUSES AND DURATION	PAGE	3
V.	ASSOCIATION RIGHTS	PAGE	3
VI.	EMPLOYEE RIGHTS	PAGE	. 4
VII.	SAFETY PROVISIONS	PAGE	. 4
VIII.	GRIEVANCE PROCEDURE	PAGE	4
IX.	GRIEVANCE FORM	PAGE	6
X.	EMPLOYMENT AND ASSIGNMENTS	PAGE	8
XI.	REDUCTION OR REALIGNMENT OF STAFF	PAGE	8
XII.	PERSONNEL POLICIES	PAGE	, 9
XIII.	INSURANCES	PAGE	9
XIV.	TEACHER EVALUATION	PAGE	10
XV.	EMPLOYEE WORK YEAR	PAGE	11
XVI.	EMPLOYEE WORK HOURS AND LOAD	PAGE	12
XVII.	SICK LEAVE	PAGE	12
XVIII	. TEMPORARY LEAVES OF ABSENCE	.PAGE	12
XIX.	WAGES AND SALARIES	.PAGE	13
XX.	PAYROLL DEDUCTIONS	PAGE	15
XXI.	REOPENING	PAGE	16
XXII.	SIGNATURE CLAUSE	.PAGE	16
APPE	NDIX A: SALARY SCHEDULE AND SALARY INDEX	.PAGE	17
APPE	NDIX B: EXTRA DUTY SCHEDULE	PAGE	18
APPE	NDIX C: EDUCATION ASSOCIATION DUES DEDUCTION FORM	PAGE	19

This contract has been entered into by the Board of Education of the Denison Community School District and the Denison Education Association of the Denison Community School. Contract agreement is for the 2006-2007 school year.

# DENISON BOARD OF EDUCATION

MR. RODNEY BRADLEY
MR. CRAIG DOZARK
MR. MARK JOHNSON
MRS. BRENDA MARTENS
MRS. KRIS ROWEDDER
MICHAEL PARDUN, SUPERINTENDENT

# ROUNDTABLE NEGOTIATION TEAMS:

DENISON EDUCATION ASSOCIATION	DENISON BOARD OF EDUCATION
Dana Marten, Spokesperson	Rod Bradley, Board Member
Jayne Lyons, Elementary	Mark Johnson, Board Member
Kathy Jones, Elementary	Michael Pardun, Superintendent
Barry Bergamo, Middle School	Larry Struck, Business Manager
Aaron Ratliff, High School	
Ann Brus, High School	
Scott Larson, High School	

# I. PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Denison School District is their mutual desire, in order to maintain the educational standards in said school at their present levels or above.

WHEREAS, the parties have reached certain understandings which they desire to conform in this agreement, it is agreed as follows:

### II. RECOGNITION

### A. Unit

The Board of Directors of the Denison School District, hereinafter referred to as the Board, hereby recognizes the Denison Education Association, an affiliate of the Iowa State Education Association and the National Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (No. 347) issued by the PERB on the 6th day of October, 1975, for all regularly employed certified personnel under written contract, hereinafter referred to as teachers, including the school nurses. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory or administrative.

The unit described in the above certification is as follows:

All professional employees employed by the Denison Community School District, Denison, Iowa, but excluding the superintendent, principals, all nonprofessional employees, and all other employees excluded by Section 4 of the Act.

### B. Definitions

- 1. The term "Board" as used in this Agreement, shall mean the Board of Education of the Denison School District or its duly authorized representative.
- 2. The term "employee" as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
- 3. The term "Association" as used in this Agreement, shall mean the Denison Education Association or its duly authorized representative or agents.

### III. PROCEDURE FOR NEGOTIATIONS

# A. Negotiation Terms

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representative will be clothed with all the necessary power and authority to make proposals, counter proposals, and to reach tentative agreement on items being negotiated. Negotiations shall be conducted outside school hours at reasonable times and places. Release time shall be provided for the Association negotiators when the Board requests sessions to be held during normal school hours.

# B. Access to Information

The Board agrees to furnish the Association such information as is available to the general public.

## IV. COMPLIANCE CLAUSES AND DURATION

# A. Separability

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsiding, except to the extent permitted by law and the Board and the Association shall enter into negotiations within a reasonable time to replace said provision. All other provisions or applications shall continue in full force and effect.

B. Printing Agreement

Copies of this Agreement shall be printed at the joint expense of the Board and the Association after Agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now and hereafter employed, and all expenses shall be equally shared by the Board and the Association. Expenses are defined to cover the cost of paper, folder, and binder and printed on school equipment without cost. The Association will be provided with a minimum of 160 copies.

### C. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following designated addresses as may be designated by a party in written notification to the party. Any change in the designee will be by written five-day notice to the other party to the contract.

- 1. Association President
- 2. Board Designate

# D. Duration Period

This agreement shall be for one year effective July 1, 2006 and shall remain in effect until June 30, 2007.

# V. ASSOCIATION RIGHTS

### A. Use of Facilities

The Association shall have the right to make use of school buildings and facilities at all reasonable hours for meetings and any equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio visual equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The Principal and Association shall work together to avoid conflicts.

### B. Communications

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, but not in areas open to the students. The Association may use the district mail service and employee mailboxes for communications to employees in a reasonable manner and amount.

### C. Access to Members

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all times, provided that this shall not interfere with or interrupt normal school operations. Said use shall be subject to the building principal's approval but said approval shall not be unreasonably refused.

### D. Information

The Board agrees to furnish to the Association in response to reasonable requests all information concerning the financial resources of the district. The Board further agrees to furnish copies of all forms, at Association cost if such forms cost the School District, required by state agencies such as but not limited to: The State Department of Education and the State Comptroller.

### VI. EMPLOYEE RIGHTS

# A. Rights and Protection in Representation

The board, pursuant to the Public Employment Relations Act of 1974, agrees to comply with the provisions of this contract.

# B. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates, if of reasonable size and is not disruptive to the administration of the school and the education of the pupils.

### C. Evaluation of Students

The employee shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Denison School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. Said grades and evaluations, after adequate investigation by the school board or board designee, may be adjusted without right of grievance.

### VII. SAFETY PROVISIONS

The Board shall provide for the District properly trained personnel and the equipment necessary in the District to insure proper first aid for the employees.

# Bomb Threats

In all cases, where a school official is notified of a bomb threat, the official(s) shall take appropriate action. No employee shall be asked or required to search for a bomb.

### VIII. GRIEVANCE PROCEDURE

### Section 1.

A grievance shall mean only that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

### Section 2.

- (a) Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures. The Association shall have the right to grieve on Association matters.
- (b) Failure to act on any grievances within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended or shortened by mutual agreement.
- (c) It is agreed that any investigation or other handling or processing of any grievances by the grieving teacher or administrator shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving

teacher of the teaching staff. At the sole discretion of the Board, the grievance procedures may take place during the school day without loss of pay to the person grieving or their representative.

# Section 3.

# (a) First Step

An attempt shall be made to mutually resolve any grievance in informal, verbal discussion between complainant or complainants and their designees and his or her principal. This must be completed within five (5) contract days minus defined holidays unless it is necessary for a longer time due to extenuating circumstances.

# (b) Second Step

If the grievance cannot be mutually resolved informally, the aggrieved teacher, teachers or the Association on Association matters shall file the grievance in writing. The written grievance shall state the actual grievance, shall state the specific clause or clauses of the contract violations and shall state the remedy or remedies requested. The filing of the formal, written grievance at the second step must be within 15 days from the date of the occurrence or discovery by the grievant of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the teacher, Association and the Superintendent within five (5) days after receipt of the grievance.

# (c) Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved, their designee and the Superintendent shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the teacher, the Association and the principal.

# (d) Fourth Step

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within 30 days from receipt of the Step 3 answer to enter into such arbitration. The PERB Board will be requested to provide a panel of seven (7) arbitrators. By lot each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator will be binding on the parties. Expenses for the Arbitrator's services shall be borne equally by the School District and the Association.

The Arbitrator, in his decision, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning of application of the express language of the Agreement.

# Section 4.

If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the School District shall not be required to process the same claim or set of facts throughout the grievance procedure.

# IX. GRIEVANCE FORM

# DENISON COMMUNITY SCHOOLS

			Distribution of Form:	
Aggrieved Person	School	1. 2. 3. 4.	Denison Education Assoc. Principal Superintendent Employee	
			1 /	
LEVEL II				
A. Date Violation Occurred :	<del> </del>			
B. Section of Contract Violated:				
C. Statement of Grievance:				
			****	
D. Relief Sought:				
Date		Signature		
E. Disposition by Principal:				
Date	Signature	e of Prin	cipa	

# LEVEL III Signature of Aggrieved Person Date Received by Supt. B. Disposition by Superintendent or designee: Signature of Superintendent or Designee LEVEL IV Signature of Grievant Date Submitted to Arbitration Date Received by Arbitrator C. Disposition and Award of Arbitrator: Date of Decision Signature of Arbitrator

# X. EMPLOYMENT AND ASSIGNMENTS

# A. Certification of Employees

All records in regard to teachers shall be available to the Association if said teacher consents to said examination, in writing, by the Association unless for any other reason said records may be confidential and the confidential records will be excluded.

# B. Assignment of Employees

Each employee shall be given written notice of his salary schedule placement. Class and subject assignment shall be made as soon as possible for the forthcoming year but the Board with its sole discretion shall have the right to change said assignments under unusual circumstances. As soon as possible the Board or designee will notify the teacher of any change.

# C. Summer Assignments

Driver education and curricular and extracurricular assignments shall not be obligatory but shall be with the consent of the employees.

# XI. REDUCTION OR REALIGNMENT OF STAFF

# A. Coverage

All employees under this Agreement.

### B. Reduction in Staff Procedure

When, in sole, exclusive and final judgment of the Board of Education, decline in enrollment, reduction of program or any other reason requires reduction in staff or realignment among teachers, the Administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality education program possible, the Administration shall base its decisions as to resulting contract renewals on the relative skill, ability, competence and qualifications of available teachers to do the available work. If a choice must be made between two or more teachers of equal skills, ability, competence and qualifications to do the available work, contract renewals will be given to the teacher(s) with the greater full-time continuous length of service in the district. Staff reduction shall be accomplished with available teachers to do available work within the administrative units (K-5; 6-8; 9-12). In addition, reductions in the 6-8 and 9-12 units shall be accomplished within academic departments of those units (math, science, social studies, etc.).

### C. Notification

The teacher whose position is being eliminated under staff reduction for the following academic year shall be notified in writing by April 15th of the Board's decision. Said letter shall be mailed certified, return receipt requested or hand delivered.

### D. Reinstatement

Teachers who are terminated under the staff reduction procedure shall have reinstatement rights in the event a position becomes vacant for which the teacher is qualified. The need to fill positions and the acceptability of the teacher's qualifications (e.g. certification and DE endorsement and/or academic training in the area and/or experience in the area) shall be determined in the sole judgment of the Board.

The teacher shall have 30 days from the date of notification of the offer to reinstate to accept or reject the offer but after July 1 the period of time to accept or reject the offer shall be limited to ten days. Rejection of a reinstatement offer terminates all reinstatement rights.

The period of time to accept or reject a statement offer shall commence when the Board mails a letter to the teacher by certified mail, return receipt requested. It shall be the teacher's responsibility to notify the Superintendent or his designee to any change of address.

The right of reinstatement shall be for one year and shall cease the following June 30.

Teachers who resign due to staff reduction shall indicate in their letter of resignation whether or not they desire the notification of reinstatement offers specified above.

# XII. PERSONNEL POLICIES

# A. Personnel File Review

Each employee shall have the right at a reasonable time during working hours to review the contents of his/her personnel file. A representative of the Association, at the employee's request, may accompany the employee in this review.

### B. Personnel File Contents

- 1. The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become part of said file.
- 2. Any complaints directed toward an employee which are placed in any personnel file are to be promptly called to the teacher's attention in writing.

# C. Personnel File Reproduction

The employee shall have the right to reproduce any of the contents of his/her file which are not confidential.

# XIII. INSURANCES

# A. Types

The Board agrees to provide each employee the following insurance protection as paid for by the Board currently with the maximum monthly premium for the total insurance package not to exceed \$458.15 per employee for the for the 2006-2007 school year beginning in July.

- 1. Choice of Health Plans Offered by the District
- 2. Dental
- 3. Long-Term Disability
- 4. Term Life Insurance (\$10,000)
- 5. Prescription Drugs
- 6. Employee Assistance Program

Any difference between the actual cost for the employee's insurance policies and the cap may be applied towards the premium for the family health and major medical coverage or be taken as a monthly cash payment. Those employees desiring to apply any such difference towards family health and major medical shall notify the business office prior to July 1 of the contract year.

Employees may use a salary reduction agreement to pay for the cost of contracted health insurance which exceeds \$455.00 per month for the 2006-2007. The employee must notify the business office in writing of such intent prior to June 1 of the contract year.

# B. In addition, the School shall provide the following insurance coverage:

# 1. School Liability

All employees shall be covered by school financed liability insurance covering job-related performance of duties.

# 2. Worker's Compensation

Each employee shall be covered by worker's compensation insurance paid for by the Board.

3. It is agreed that employee (teacher) shall not profit from illness or injury covered by both sick leave and worker's compensation. Accordingly, when employee suffers illness or injury covered by both sick leave and worker's compensation, employee will turn over to the school all amounts received from sick pay and worker's compensation to the extent that such amounts exceed employee's full regular pay and the medical expenses of employee occasioned by such illness or injury.

# C. Description

The Board shall provide each employee or designee the right to inspect all school insurance policies. If the Insurance Carriers provide policy booklets, said booklets shall be made available to the teachers and the Association.

### D. Continuation

Employees on unpaid leave for one month or longer shall have the option (if permissible under the insurance contract) to continue said policy at their own expense.

# XIV. TEACHER EVALUATION

- (1) The classroom teaching performance of regular full-time first and second year class-room teachers shall be formally evaluated a minimum of three times each school year. Beyond their second year of service, classroom teachers will be formally evaluated as deemed practical and possible by the administration. The first evaluation of a first year teacher will be within nine (9) weeks after the start of school.
- (2) Within six weeks of the beginning of the school year and prior to the first evaluation, teachers shall be acquainted by a member of the administrative staff with the evaluation procedures to be observed. The evaluator shall inform the teacher of the criteria and policy to be observed but said criteria and policy shall be at the sole discretion of the Board without right of grievance.
- (3) Results of the formal classroom observations provided for in Section 1, above, shall be in writing, with a copy to be given to the teacher, and shall be preceded by an in-class observation of the teacher's performance.
- (4) The evaluator shall have a meeting with the teacher within ten days of the last formal evaluation and prior to submission of the written evaluation report to the Superintendent. If unusual circumstances arise, the time of it may be extended by mutual agreement. Unless unusual circumstances arise, multiple observation evaluations will be completed within five calendar weeks.
- (5) The teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file. All evaluation reports during this contract period shall be available at reasonable times and places for the teacher's inspection or the teacher's designee authorized in writing.
- (6) All formal evaluation of classroom teaching performance of a classroom teacher shall be conducted with full knowledge of the teacher. Closed circuit television or electronic equipment shall not be used without mutual agreement.
- (7) This Article deals with but a single method of teacher evaluation, i.e. evaluation of classroom teaching performance. Nothing in this Article is to be construed as precluding informal evaluation of teachers, in performance of their duties, by any other means as deemed appropriate by the administration of the School District.

- (8) Staff development activities conducted outside of the normal school day will be voluntary.
  - (9) In no circumstances will teachers evaluate other teachers.

# XV. EMPLOYEE WORK YEAR

### A. In-School Work Year

# 1. Regular Contract

The normal teaching contract shall embrace a period of one hundred ninety (190) days of which there shall not be more than one hundred eighty (180) days spent in actual classroom teaching for those on the normal nine (9) month contract unless modified by law under DE regulations. The holidays referred to in Paragraph B are included in the one hundred ninety (190) days. For those on extended contract for extra time, proportionately longer contracts will be arranged.

# 2. First Year Employment

In their first year of employment in the District, employees' contracts shall embrace a period of one hundred ninety-five (195) days instead of one hundred and ninety (190) days. The additional five (5) days are for inservice and orientation to the District and may be placed anywhere in the employee work year.

# 3. Extended Contracts

Those contracts that exceed 190 days shall be paid as one-one hundred ninetieth (1/190) of the teacher's base pay for each day's extension. Those to be placed on extended contracts shall be determined by the administration. The length of an extended contract shall also be determined by the administration.

# 4. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which employee attendance is required.

### 5. Nonattendance

Employee attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closings provided, however, said days shall not be considered as workdays.

# B. Holidays

The regular and extended contract of certified employees shall include five (5) paid holidays. Such holidays shall include Labor Day, Thanksgiving, Christmas, New Year's and Memorial Day. No certified employees shall be required to perform duties on any of the above holidays or non-paid periods of vacation.

### C. Vacations

The certified employees shall be entitled to a Thanksgiving vacation, Christmas vacation, and Spring vacation as set out in the school calendar. The Board reserves the right to use spring vacation days for makeup days in case of emergency school cancellations. The Friday of Spring vacation shall not be used as a makeup day.

# XVI. EMPLOYEE WORK HOURS AND LOAD

# A. Workday

The total in-school workday shall consist of not more than eight (8) consecutive hours and any additional time as mutually agreed upon. The arrival and dismissal times shall be determined by the Board or the Board's designee. On Friday's and days preceding holidays, teachers may leave when the pupils are dismissed.

### XVII. SICK LEAVE

## A. Accumulative Benefits

- 1. Certified employees will accumulate fifteen (15) sick leave days per year not to exceed one hundred twenty-five (125) accumulative to be awarded at the beginning of each school year.
- 2. Those teachers who have accumulated one hundred twenty-five (125) sick leave days at the commencement of each school year shall be awarded their annual fifteen (15) days at the end of the school year. The maximum available for any one year shall not exceed one hundred twenty-five (125) days.
- 3. Any recovery from Worker's Compensation or other insurance paid for in full or part by Board shall offset against said sick leave pay.

# B. Notification of Accumulation

Employees shall be shown a copy of a written accounting of accumulated sick leave days at the end of each school year. If the teacher does not complain in writing within fifteen (15) days of receipt, said accounting is conclusively assumed to be correct.

# XVIII. TEMPORARY LEAVES OF ABSENCE

### A. Paid Leave

At the beginning of the 2006-2007 school year, employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay.

### 1. Personal

At the beginning of each school year, each employee shall be credited with two (2) days to be used for the employee's personal business. These days shall be allowed to accumulate so that an employee has not more than five (5) days to be used or paid for during any one year. Any days not used will be paid, at the request of the teacher, at the rate of substitute teacher pay for the year requested. This request for payment shall be made to the Office of the Superintendent by the end of each school year and payment shall be issued in June of each year.

An employee planning to use a personal leave day or days shall apply for said leave at least twenty-four (24) hours in advance except in case of emergency. The leave is subject to the approval of said principal but days in excess of two may not be taken the first week of school or the last week of school. Any leave request of more than three (3) consecutive days may be denied by the principal and such denial is not subject to grievance.

### 2. Bereavement

Up to five (5) days of leave shall be granted at any one time in the event of a death in the teacher's immediate family. An immediate family is defined to be the teacher's spouse, grandparents, parents, children, brothers, sisters, grandchildren, brothers-in-law, sisters-in-law, nieces, nephews, uncles, aunts, sons-in-law, daughters-in-law, and residents of teacher's immediate household and same relationship of the teacher's spouse. Immediate household is defined to

mean any person residing in the teacher's home. Accumulated sick leave benefits of fifteen (15) days minus the days used in bereavement will be credited at the end of the year.

# 3. Professional

Professional leave days shall be agreed upon between the teacher and his/her principal at least three (3) days in advance of his/her absence. Professional days may be used for the purpose of, but not limited to:

(a) Visitation to view other instructional techniques or programs.

(b) Conferences, workshops, or seminars conducted by colleges, universities, or other edu-

cation institutions or organizations.

- (c) Professional leave shall be granted to attend Association meetings but shall not exceed two (2) teachers for a period of two (2) days each per year but shall be subject to reasonable notification so substitute teachers can be obtained.
  - (d) Other purposes mutually agreed upon by the teacher and his/her principal.

# 4. Emergency

- (a) Family sick leave is not to exceed six (6) days per year and shall be granted to all certified employees. Family is defined to mean residents of the teacher's household, teacher's children, the teacher's parents and the teacher's spouse's parents. The teacher shall accumulate sick leave benefits of fifteen (15) days minus days used in family sick leave.
- (b) Unpaid Leave--Absences without pay may be authorized by the Superintendent or his designated.

# 5. Compassion Leave

Under extraordinary and unique circumstances, the Superintendent may grant compassion leave which will be deducted from sick leave. Such leave shall be non-precedential, shall be granted at the Superintendent's discretion, and shall not be subject to grievance.

# XIX. WAGES AND SALARIES

# A. Schedule

The salary of each employee covered by the regular salary schedule is attached hereto and made a part thereof.

# B. Placement on Salary Schedule

# 1. Adjustment to Salary Schedule

Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this agreement and in accordance with paragraph 2 below. Any employee hired prior to October 15 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

# 2. Teaching Experience

Teaching experience gained in a similar position outside Denison will be accepted at full value.

3. Employees with no previous teaching experience will be hired at step 0 of appropriate lane of salary schedule.

# C. Advancement on Salary Schedule

### 1. Increments

Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Denison District of contracted teachers if service starts before October 15th in any given year.

# 2. Education Lanes

Employees on a regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane, but said advancement shall not be until the next school year. For an employee to advance from one educational lane to another, he/she shall file suitable evidence by letter of intent for additional educational credit with the Superintendent no later than the 1st day of May preceding the school year. All courses must be completed prior to September 1st of the year in question. If an unusual situation arises, the time limit may be extended by the administration.

Courses offered as staff development and assigned graduate credit will not be accepted for movement on the salary schedule unless they receive approval from the Superintendent or designee.

Courses for advancement on the salary schedule must be graduate level courses. These graduate hours must be in the teacher's present field of instruction, part of a program leading to a Master's Degree, or in the following areas: technology, mathematics, science, special education, counseling, administration, reading, or early childhood. All courses are subject to prior approval by the Board or its designee and any deviation must also be approved by the Board or its designee and shall be subject to grievance.

Persons who have completed hours prior to the date of the signing of this Agreement which would have qualified for advancement on the salary schedule under the old contract language will not lose those hours. Persons who have partially completed a program leading to a higher degree who wish to continue in that program must apply in advance to the Superintendent. Such approval will be ordinarily granted. Approval or disapproval will be at the sole discretion of the Superintendent.

# D. Method of Payment

# 1. Pay Periods

Each employee shall be paid on the 25th of each month.

# 2. Exceptions

- (a) When a date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
- (b) Employees who are new to the Denison Community School, at their option, elect to receive up to one-third (1/3) of the first salary installment after the completion of the first ten (10) days of employment. The balance of the contracted salary shall then be prorated over the remaining pay periods.
  - 3. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

- 4. Phase 1 and Phase 2 amounts will be included as part of each teachers monthly payment.
- E. Special Contracts for 2006-2007 school year.
- 1. Summer driver education teachers shall be paid at \$170.00 per student for the summer of 2007.

- Summer curriculum writing paid at \$119.53 per hour. Summer school teachers will be paid at \$23.91 per hour for with one hour prepa-3. ration for each three hours of student contact.
- Co-curricular activities/academic competitions not covered by the listed schedule shall be paid at the same rate as summer school teachers except not to exceed \$222.00 for a one day competition.
  - 5. Saturday school supervision is \$22.23 per hour.
- School nurses' with a Bachelors degree shall be placed on salary schedule at Step 0 of the appropriate lane and advance both vertically and horizontally for each year of service and credits earned. Additional credits for lane advancement shall be subject to the same terms and conditions as advancement for teachers.
  - Tech Assistants will be paid \$1,260.

# F. Employee Physical

Each employee may have a physical examination every three years. The District shall contribute a maximum of \$75.00 to this expense after insurance coverage has been utilized.

# G. Phase monies

- Phase I money received from the State for the current school year will be added to the Phase II money and will be distributed according to the agreed upon formula.
- Phase II formula to remain the same as 1987-88. All FICA and IPERS monies will be deducted from Phase monies prior to payment.
- If the State fails to pay Phase monies, the District is not obligated to pay Phase monies.
  - 4. Phase monies shall be limited to negotiation in compliance with the Iowa Code.

### XX. PAYROLL DEDUCTIONS

### A. Authorization

- Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. Such request for professional dues deduction must be made on the authorized form available in the Denison Business Office and returned before the 11th teacher contract day of the current school year.
- Upon appropriate written authorization from any employee, the Board shall deduct from the salary of any employee and make appropriate remittance for dues checkoff, and monthly remit the dues with an accounting to the Association. The Association shall hold harmless and indemnify the District from any and all liability, claims, cost, expenses and attorney fees arising out of this dues deduction agreement. This agreement to hold harmless and indemnify the District shall not preclude the Association from enforcing the dues deduction agreement if the District does not comply with the dues deduction agreement.
- Dues deduction will be on a twelve month basis with the twelve months coinciding with employees' twelve month contract pay period. Dues deduction will be in twelve equal payments.

4. Tax sheltered annuity deductions will be made and remitted by the Board when approved by the Board provided said written instructions are given to the Board during the agreed upon periods of time. Applications for tax sheltered annuities may be made three times during the school year. One period from the beginning of the school year until September 15, another period from December 15 to December 31, and another period from April 1 to April 15.

# XXI. REOPENING

An increase in foundation aid in excess of \$50,000.00 undesignated funds prior to July 1, 2006, will allow a reopener for the purpose of negotiation.

# XXII. SIGNATURE CLAUSE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the 19nd day of June, 2006.

DENISON EDUCATION ASSOCIATION

By: Dain Johnson

By: Nana Marten

Its Chief Negotiator

DENISON COMMUNITY SCHOOL BOARD OF EDUCATION

Its President

Its Chief Negotiator

	ВА	BA15	BA30	MA	MA15	MA30	
0	29,367	30,100	30,589	31,812	32,545	33,034	0
1	30,345	31,201	31,689	33,034	33,767	34,256	1
2	31,323	32,30 <b>1</b>	32,790	34,256	34,990	35,479	2
3	32,301	33,40 <b>1</b>	33,890	35,479	36,212	36,70 <b>1</b>	3
4	33,279	34,501	34,990	36,701	37,435	37,923	4
5	34,256	35,601	36,090	37,923	38,657	39,146	5
6	35,234	36,701	37,190	39,146	39,879	40,368	6
7	36,212	37,80 <b>1</b>	38,290	40,368	41,102	41,591	7
8	37,190	38,901	39,390	41,591	42,324	42,813	8
9	38,168	40,001	40,490	42,813	43,546	44,035	9
10	39,146	41,102	41,591	44,035	44,769	45,258	10
11	40,124	42,202	42,691	45,258	45,991	46,480	11
12	41,102	43,302	43,791	46,480	47,213	47,702	12
13	42,079	44,402	44,891	47,702	48,436	48,925	13
14	43,057	45,502	45,991	48,925	49,658	50,147	14
15	44,035	46,602	47,091	50,147	50,880	51,369	15
16	45,013	47,702	48,191	51,369	52,103	52,592	16
17			49,291	52,592	53,325	53,814	17
18					54,547	55,036	18
	ВА	BA15	BA30	MA	MA15	MA30	
0	1.0000	1.0300	1.0500	1.1000	1.1300	1.1500	0
1	1.0400	1.0750	1.0950	1.1500	1.1800	1.2000	1
2	1.0800	1.1200	1.1400	1.2000	1.2300	1.2500	2
3	1.1200	1.1650	1.1850	1.2500	1.2800	1.3000	3
4	1.1600	1.2100	1.2300	1.3000	1.3300	1.3500	4
5	1.2000	1.2550	1.2750	1.3500	1.3800	1.4000	5
6	1.2400	1.3000	1.3200	1.4000	1.4300	1.4500	6
7	1.2800	1.3450	1.3650	1.4500	1.4800	1.5000	7
8	1.3200	1.3900	1.4100	1.5000	1.5300	1.5500	8
9	1.3600	1.4350	1.4550	1.5500	1.5800	1.6000	9
10	1.4000	1.4800	1.5000	1.6000	1.6300	1.6500	10
11	1.4400	1.5250	1.5450	1.6500	1.6800	1.7000	13
12	1.4800	1.5700	1.5900	1.7000	1.7300	1.7500	12
13	1.5200	1.6150	1.6350	1.7500	1.7800	1.8000	13
14	1.5600	1.6600	1.6800	1.8000	1.8300	1.8500	14
15	1.6000	1.7050	1.7250	1.8500	1.8800	1.9000	15
16	1.6400	1.7500	1.7700	1.9000	1.9300	1.9500	16
17			1.8150	1.9500	1.9800	2.0000	17
18					2.0300	2.0500	18

\$225.00         UNITS         DOLLARS           Head Coach         FB,Boys BB, Girls BB         24.00         5,400.00           Head Coach         VB,WR,SFB, BSB, B-Track, G-Track, G-Soccer, B-         23.00         5,175.00           Head Coach         CC, Boys TN, Girls TN, Boys Golf, Girls Golf         15.00         3,375.00           Assistant Coaches         14.50         3,262.50           Assistant Boys & Girls Cross Country - Assistant B&G Tennis         9.00         2,025.00           H.S.         NFL Coach         18.00         4,050.00           H.S.         IHSSA Coach         15.00         3,375.00           H.S.         Yearbook         18.00         4,050.00           H.S.         FBLA         9.00         2,025.00
Head Coach       VB,WR,SFB, BSB, B-Track, G-Track, G-Soccer, B-       23.00       5,175.00         Head Coach       CC, Boys TN, Girls TN, Boys Golf, Girls Golf       15.00       3,375.00         Assistant Coaches       14.50       3,262.50         Assistant Boys & Girls Cross Country - Assistant B&G Tennis       9.00       2,025.00         H.S.       NFL Coach       18.00       4,050.00         H.S.       IHSSA Coach       15.00       3,375.00         H.S.       Mock Trial       8.00       1,800.00         H.S.       Yearbook       18.00       4,050.00         H.S.       FBLA       9.00       2,025.00
Head Coach CC, Boys TN, Girls TN, Boys Golf, Girls Golf       15.00       3,375.00         Assistant Coaches       14.50       3,262.50         Assistant Boys & Girls Cross Country - Assistant B&G Tennis       9.00       2,025.00         H.S. NFL Coach       18.00       4,050.00         H.S. IHSSA Coach       15.00       3,375.00         H.S. Mock Trial       8.00       1,800.00         H.S. Yearbook       18.00       4,050.00         H.S. FBLA       9.00       2,025.00
Assistant Coaches       14.50       3,262.50         Assistant Boys & Girls Cross Country - Assistant B&G Tennis       9.00       2,025.00         H.S.       NFL Coach       18.00       4,050.00         H.S.       IHSSA Coach       15.00       3,375.00         H.S.       Mock Trial       8.00       1,800.00         H.S.       Yearbook       18.00       4,050.00         H.S.       FBLA       9.00       2,025.00
Assistant Boys & Girls Cross Country - Assistant B&G Tennis       9.00       2,025.00         H.S.       NFL Coach       18.00       4,050.00         H.S.       IHSSA Coach       15.00       3,375.00         H.S.       Mock Trial       8.00       1,800.00         H.S.       Yearbook       18.00       4,050.00         H.S.       FBLA       9.00       2,025.00
H.S.NFL Coach18.004,050.00H.S.IHSSA Coach15.003,375.00H.S.Mock Trial8.001,800.00H.S.Yearbook18.004,050.00H.S.FBLA9.002,025.00
H.S.       IHSSA Coach       15.00       3,375.00         H.S.       Mock Trial       8.00       1,800.00         H.S.       Yearbook       18.00       4,050.00         H.S.       FBLA       9.00       2,025.00
H.S.       Mock Trial       8.00       1,800.00         H.S.       Yearbook       18.00       4,050.00         H.S.       FBLA       9.00       2,025.00
H.S.       Yearbook       18.00       4,050.00         H.S.       FBLA       9.00       2,025.00
H.S. FBLA 9.00 2,025.00
_,======
110 FFA F 00
H.S. FFA 5.00 1,125.00
H.S. FHA 3.00 675.00
H.S. Student Council 6.00 1,350.00
H.S. Drama - Stage Dir. Fall 7.00 1,575.00
H.S. Drama - Tech. Dir. Fall 3.00 675.00
H.S. Drama - Stage Dir. Spring 7.00 1,575.00
H.S. Drama - Tech. Dir. Spring 3.00 675.00
H.S. Cheerleaders 6.00 1,350.00
H.S. Vocal Music 17.00 3,825.00
H.S. Instrumental Music 19.00 4,275.00
H.S. Dir. of Academic Activities 12.00 2,700.00
H.S. Academic Decathlon (Range12-18) 18.00 4,050.00
H.S. TEAMS 3.00 675.00
H.S. Greenhouse Supervision 3.00 675.00
M.S. Coaches 10.50 2,362.50
M.S. Coaches Ass't. 9.00 2,025.00
M.S. Supervision for Basketball Season 3.50 787.50
M.S. Outdoor Education Director 3.00 675.00
M.S. Outdoor Education Ass't Director 2.00 450.00
M.S. Cheerleaders 5.00 1,125.00
M.S. Vocal Music 8.00 1,800.00
M.S. Instrumental Music 8.00 1,800.00
M.S. Drama 7.00 1,575.00
M.S. Mock Trial 5.00 1,125.00
M.S. Future Problem Solving 3.00 675.00
H.S. D.I. Head Coach 11.00 2,475.00
H.S. D.I. Coach 10.00 2,250.00
M.S. D.I. Head Coach 11.00 2,475.00
M.S. D.I. Coach 10.00 2,250.00
ELEM D.I. Head Coach 11.00 2,475.00
ELEM D.I. Coach 10.00 2,250.00
ELEM Vocal Music 4.00 900.00
ELEM Math Olympiad 4.00 900.00
ELEM Art Club 4.00 900.00

# APPENDIX C: EDUCATION ASSOCIATION DUES DEDUCTION FORM

# EDUCATION ASSOCIATION DUES DEDUCTION FORM DENISON COMMUNITY SCHOOL DISTRICT DENISON, IOWA

Request for dues deductions are to be submitted in triplicate to the Business Office of the Denison Community School District no later than the 11th teacher contract day of the current school year.

•		
Teacher Requesting Dues Deduction:		
Social Security Number of Employee:		
Denison Education Employee Identification No.		
Total yearly deduction including local, state and national	al dues:	
Monthly deduction (1/12 of above):		
Treasurer of the Local Educational Association to who	m check should be sent:	
	<del> </del>	
Teacher	Date	
School Administrator	Date	